

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20054

JUN 13 2000

In the Matter of)

Amendment of Section 73.202(b))

Table of Allotments)

FM Broadcast Stations)

Graham and Bridgeport, TX et al)

MM Docket No. 99-233

RM-9662

RM-9828

To: Kathleen Scheuerle
Allocations Branch
Mass Media Bureau

REQUEST FOR DISMISSAL

Petitioner Graham Tollway Broadcasting Company hereby requests that the FCC dismiss with prejudice its Petition in the captioned Rulemaking proceeding. A Settlement Agreement and executed Affidavits from both the Petitioner and the proponent of the Counterproposal in RM-9828 are attached, pursuant to 47 CFR 1.420(j).

Respectfully submitted,
GRAHAM TOLLWAY BROADCASTING CO.

By: 

Audrey Rasmussen, Esq.
Its Attorney

Hall, Estill, Hardwick, Gable, Golden & Nelson, P.C.
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Suite 700
Washington, DC 20036
(202) 973-1210

June 16, 2000

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SETTLEMENT AGREEMENT

This Agreement is made as of this 31st day of May, 2000, between North Texas Radio Group, L.P. ("NTRG") and Nicholas Henderson d/b/a/ Graham Tollway Broadcasting Company ("Dismissing Party").

W I T N E S S E T H

WHEREAS, each of NTRG and the Dismissing Party are parties to the Federal Communications Commission ("FCC")'s rulemaking in MM Docket No. 99-233; and

WHEREAS, the Dismissing Party agrees to dismiss his Petition in consideration for NTRG's corresponding agreement to reimburse the Dismissing Party for his expenses in the FCC rulemaking proceeding; and

WHEREAS, the FCC's approval of the dismissal of the Petition is a condition precedent to the implementation of the Agreement;

NOW THEREFORE, in consideration of their mutual representations and promises set forth herein, NTRG and the Dismissing Party agree as follow:

1. On or before Monday, June 5, 2000, NTRG and the Dismissing Applicant will execute appropriate Sworn Affidavits and, subsequently, will cooperate in filing at the FCC, within five business days after the execution of this Agreement, a Request for Dismissal of the Petition and Withdrawal of the Expression of Interest.

2. In consideration for the Dismissing Party's agreement to request FCC consent to the dismissal of his Petition and for his withdrawal of the expression of interest and for other promises and covenants contained herein, NTRG hereby agrees to pay the Dismissing Party the sum of \$ 8,120 cash. The cash payment shall be made by Applicant to the Dismissing Party within five business days after the FCC's grant of the dismissal of the Petition has been released.

3. All notices, demands and requests required or permitted under this Agreement shall be deemed to have been given if sent by fax as follows:

As to NTRG:

Mr. Richard Witkovski
FAX: (972) 931-9141

As to the Dismissing Party:

Nicholas Henderson
FAX: (510) 832-0382

Changes to the foregoing addresses/numbers shall be given to the other party within five business days in order to preserve any party's rights under this Agreement.

4. NTRG and the Dismissing Party each represents that it has full legal authority to enter into, execute and perform the obligations under the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit to each of NTRG and the Dismissing Party, its heirs, successors and assigns.

5. This Agreement is made pursuant to and shall be governed by the laws of the State of Texas.

6. This Agreement contains the entire understanding of the parties with respect to the subject matter discussed herein and shall not be amended, modified, extended, discharged or terminated except by an instrument in writing and duly executed.

7. This Agreement may be signed in counterparts, each of which shall be deemed a duplicate original, and shall become effective upon its execution by the last Applicant to sign it.

IN WITNESS WHEREOF, NTRG and the Dismissing Party have fully executed
this Agreement as of the date first written above.

NORTH TEXAS RADIO GROUP, L.P.

BY: Richard Witkovski
Richard Witkovski,
General Partner

**NICHOLAS HENDERSON d/b/a
GRAHAM TOLLWAY BROADCASTING CO.**

BY: _____
Nicholas Henderson

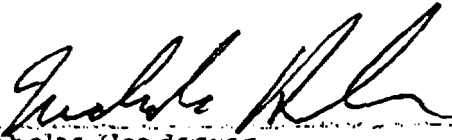
IN WITNESS WHEREOF, NTRG and the Dismissing Party have fully executed
this Agreement as of the date first written above.

BY: _____

Richard Witkovski,
General Partner

NICHOLAS HENDERSON o/d/s
GRAHAM TOLLWAY BROADCASTING CO.

BY: _____


Nicholas Henderson

SWORN AFFIDAVIT

Nicholas Henderson does state under penalty of perjury:

1. My name is Nicholas Henderson and I am the sole proprietor of Graham Tollway Broadcasting Company, the Petitioner in MM Docket No. 99-233 (RM-9662).

2. I have concluded to request the FCC to dismiss my Petition with prejudice.

3. Under a settlement agreement with NTRG, I will be reimbursed (five business days after the FCC's dismissal of my Petition) for my expenditures in filing and prosecuting the Petition, which total \$ 8,120.00. I do hereby certify that I have not nor will not receive, either directly or indirectly, any money or other consideration in excess of my legitimate and prudent expenses in exchange for the dismissal of the Petition and my expression of interest. The Petition was not filed for the purpose of settlement. Executed this 13 th day of June, 2000.


Nicholas Henderson

SWORN AFFIDAVIT

Richard E. Witkowski does state under penalty of perjury:

1. My name is Richard E. Witkowski and I am the General Partner of North Texas Radio Group, L.P. ("NTRG"), which filed Comments and a Counterproposal on or about August 16, 1999 in MM Docket No. 99-233 (Graham, TX et al).

2. NTRG has entered into a Settlement Agreement with Petitioner Graham Tollway Broadcasting Company ("Graham"), whereby Graham has agreed to request the dismissal of its Petition and its expression of interest in Docket No. 99-233, in consideration for the reimbursement by NTRG of Graham's legitimate and prudent expenses in this proceeding (\$8,120). A copy of that Settlement Agreement is being filed at the FCC.

3. I certify that neither I, nor NTRG, nor any other person on behalf of NTRG has paid or promised to pay, either directly or indirectly, any money or other consideration to Graham in excess of its legitimate and prudent expenses in connection with the dismissal of its Petition/expression of interest.

Executed this 14th day of June, 2000.


Richard E. Witkowski

Certificate of Service

I, Audrey Rasmussen, do certify that I served by first class mail this date a copy of the foregoing Request for Dismissal on the following counsel of record:

Robert Thompson
THIEMANN AITKEN et al, LLC
908 King Street, Suite 300
Alexandria, VA 22314

Dan J. Alpert
2120 North 21st Road
Arlington, VA 22201

F. William LeBeau
Hogan & Hartson
555 13th Street, NW
Washington, DC 20004


Audrey Rasmussen

June 16, 2000